

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE

## LEASE AMENDMENT

LEASE AMENDMENT No. 17

TO LEASE NO. GS-11B-12507

ADDRESS OF PREMISES

800 K Street NW  
WASHINGTON, DC 20001-8000

PDN Number: N/A

**THIS AMENDMENT** is made and entered into between

TMG 800 K Street, L.L.C.

whose address is: 3 Bethesda Metro Center, Suite 610  
Bethesda, MD 20814-5392hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:**WHEREAS**, the parties hereto desire to amend the above Lease to extend the term of the Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective February 2, 2022 as follows:

**A.** Paragraph 2 of the SF-2 is hereby deleted in its entirety and the following is inserted in lieu thereof:

"To Have and To Hold the said Premises with its appurtenances for the term beginning upon August 2, 2011 through February 1, 2025, subject to termination and renewal rights as may be hereinafter set forth."

This Lease Amendment contains 2 pages plus a 3-page attachment.

All other terms and conditions of the lease shall remain in force and effect.  
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.**FOR THE LESSOR:**

DocuSigned by:



6AB2D05209F24DD...

Gary Block

Name:

Partner/ CIO

Title:

800 K

Entity:

January 7, 2022

Date:

**FOR THE GOVERNMENT:**

(b) (6)

Name: Thomas B. Malone

Title: Lease Contracting Officer

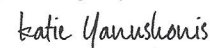
General Services Administration, Public Buildings Service

Date:

January 18, 2022

**WITNESSED FOR THE LESSOR BY:**

DocuSigned by:



Katie Yanushonis

Name:

Senior Vice President

Title:

January 6, 2022

Date:

B. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	EFFECTIVE February 2, 2022
	ANNUAL RENT
SHELL RENT	(b) (4)
OPERATING COSTS*	(b) (4)
ANNUAL RENT	\$ 1,547,550.00

(b) (4)

- (b) (4)
- C. The space being leased provides 30,951 BOMA Rentable Square feet (BRSF), yielding 25,212 ANSI/BOMA Office Area Square feet (ABOASF) of office and related space together with 3 structured parking spaces. Pursuant to Paragraph A of this lease amendment, the term of the lease is hereby extended for an additional period of (3) years commencing February 2, 2022, and expiring on February 1, 2025 subject to Government's termination right set forth in Paragraph E below.
- D. The Government shall accept and continue to occupy the lease in its "as existing" condition. The acceptance of the premises "as existing" shall not relieve the Lessor from future alterations, repairs, maintenance, replacements, or other obligations set forth in the lease which shall be performed in accordance with the standards set forth in the lease. Lessor represents that, to the Lessor's knowledge, the premises are in good repair and tenantable condition as of the date hereof. Lessor shall have no further obligation to perform cyclical painting or carpet replacement.
- E. Notwithstanding the foregoing, the government may terminate this lease in its entirety effective at any time after February 2, 2024, by giving at least one hundred and twenty (120) days' prior notice in writing to the lessor and no rent shall accrue after the effective date of termination.
- F. Lessor shall not be obligated to pay a tenant brokerage commission to a broker representing the Government in connection with this lease extension.
- G. Pursuant to Paragraph 4.2 of the SFO, "Tax Adjustment," the Government's percentage occupancy within the subject building for the purpose of calculating future Tax Adjustments shall continue to be 7.57% based on the lease size of 30,951 BRSF with a total building square footage of 409,121 BRSF.
- H. The following FAR clause 52.204-25 (August 2020) is hereby attached to the lease.

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(b) (6)

**52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)**

(a) *Definitions.* As used in this clause—

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

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(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR

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4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <HTTPS://DIBNET.DOD.MIL>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <HTTPS://DIBNET.DOD.MIL>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

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